

Terms and Conditions

By conducting business with NSW Land Registry Services (**NSW LRS**), all Customers and all persons subject to these conditions agree to be bound by these Terms and Conditions.

These Terms and Conditions govern the manner in which Customers and other persons can lodge and have registered documents and plans, can access the ePlan Lodgment Channel, use NSW LRS Online, and the HLRV Application and the NSW LRS Property Information Counter Services.

NSW LRS Office hours are 08:30 - 16:30 Monday to Friday (excluding public holidays).

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1. Lodgment at NSW LRS

1.1 Non-Regular Customers

1.1.1 A Non-Regular Customer may present a Plan, Document or one Case for Lodgment at NSW LRS by using the NSW LRS Personal Lodgment Counter.

1.1.2 A Non-Regular Customer must provide current photo identification in order to prove to NSW LRS that the Non-Regular Customer is one and the same person as the person identified as the Lodging Party on the Plan, Document or the one Case for Lodgment. If the Lodging Party is an organisation and an employee of the Lodging Party presents Plan, Document or the one Case for Lodgment, satisfactory evidence must be provided to NSW LRS to prove that the person is an employee of the Lodging Party.

1.2 Regular Customers

1.2.1 A Regular Customer must have a Customer Account with NSW LRS to create a Customer Account go to:

(http://www.nswlrs.com.au/_data/assets/pdf_file/0019/67600/NSWLRS_Customer_Account_Application.pdf). The Customer Number must be quoted whenever a Regular Customer lodges a Document or Plan with NSW LRS.

1.2.2 A Regular Customer must present a Document (other than an Urgent Document) for Lodgment via the Bulk Lodgment Service.

1.2.3 A Regular Customer must present a Plan (other than an Urgent Plan) for Lodgment via the Plan Bulk Lodgment Service, or if they are an Approved Person, via the ePlan Lodgment Channel.

1.2.4 A Regular Customer may only use the NSW LRS Personal Lodgment Counter to present an Urgent Document, or Urgent Plan for Lodgment.

1.2.5 A Regular Customer presenting a Document or a Plan for Lodgment must be the same person as the person identified as the Lodging Party on the Document or the Plan. If the Lodging Party is an organisation, an employee of the Lodging Party may present the Document or the Plan for Lodgment.

1.3 Approved Person and ePlan Lodgment Channel

1.3.1 Only an Approved Person may present a Plan for Lodgment using the ePlan Lodgment Channel.

1.4 Dealing with the Lodging Party only

1.4.1 NSW LRS can only deal with the Non- Regular or Regular Customer identified on the Document or the Plan as the Lodging Party.

1.5 Postal Lodgment

- 1.5.1 A Document may only be presented for Lodgment by post by a Non-Regular Customer in limited circumstances. Further information about this can be found on the NSW LRS website.
- 1.5.2 A Plan may not be presented for Lodgment by post.
- 1.5.3 In the event that a Customer posts a Document (or any supporting information or documents sent in (or for) connection with the Document) to NSW LRS and it is lost, NSW LRS will not be liable for any loss suffered by the Customer.

2. Access to the ePlan Lodgment Channel

- 2.1 An Approved Person may lodge a Plan with NSW LRS via the ePlan Lodgment Channel. To become an Approved Person an Application (http://www.nswlrs.com.au/data/assets/pdf_file/0013/212314/NSW_LRS_Online_portal_customer_account_application_Nov_2017.pdf) must be completed and returned to NSW LRS.
- 2.2 When an applicant becomes an Approved Person they will be allocated a User ID and Password to access the ePlan Lodgment Channel.
- 2.3 An Approved Person may be granted one of three different levels of access:
 - 2.3.1 **Level 1** will allow access to all options except Lodgment of Plans for registration and the lodgment of data files.
 - 2.3.2 **Level 2** will allow access to all options except the lodgment of data files. Access to level 2 will be granted when NSW LRS is satisfied that the quality and consistency of file test data is of an acceptable standard for Plans to be accepted for registration.
 - 2.3.3 **Level 3** will allow access to all options. Access to level 3 will be granted when NSW LRS is satisfied that the quality and consistency of test data meets NSW LRS's standards.
- 2.4 Access to the ePlan Lodgment Channel may be cancelled by NSW LRS:
 - 2.4.1 with or without prior notice, or
 - 2.4.2 for any reason considered sufficient by NSW LRS (not acting unreasonably).
- 2.5 An Approved Person may cancel their access to the ePlan Lodgment Channel by providing NSW LRS with written notice.
- 2.6 **User ID and Password Security**
 - 2.6.1 The Approved Person is responsible for maintaining the confidentiality of the User ID and Password, and is fully responsible for all activities that occur when that User ID is used to gain access to the ePlan system.
- 2.7 **Production of a Certificate of Title and other specified documents for an ePlan lodgment**
 - 2.7.1 Subject to clause 2.7.2, the original documents prescribed by Clause 14 of the *Conveyancing (General) Regulation 2018* as re-made or amended must be lodged with NSW LRS before the Plan will be registered.

2.7.2 Following Lodgment of the Plan the original documents may be:

2.7.2.1 produced by hand at the Plan Lodgment Counter along with a covering letter in for connection to the plan; or

2.7.2.2 posted to:
The Distributions Officer
Titling and Plan Services
NSW LRS
GPO Box 15
Sydney 2001

2.7.2.3 accompanied by the relevant production fee as set out in the Pricing Regulations.

2.8 PPN Requests

2.8.1 An Approved Person may request a PPN via the ePlan Lodgment Channel.

2.9 Alterations of details of PPN

2.9.1 NSW LRS may allow an Approved Person on making a written request by email to the ePlan Administrator to withdraw the PPN and will remove the PPN at no cost.

2.9.2 NSW LRS may, upon written request by such other persons as NSW LRS in its discretion consider appropriate, withdraw an allocated PPN.

2.9.3 NSW LRS reserves the right to make whatever inquiries it deems necessary to remove a PPN, including serving a notice on the registered proprietor or the approved person who applied for the PPN.

2.9.4 NSW LRS may allow a PPN to be altered in the following circumstances:

2.9.4.1 to add a reference to an additional Folio of the Register, Old System deed or Crown Title,

2.9.4.2 to delete a reference to a Folio of the Register, Old System deed or Crown Title,

2.9.4.3 to correct an incorrect reference to a Development Approval Number or date,

2.9.4.4 to correct details in the Surveyor/Lodging Party Reference,

2.9.4.5 to correct the first and last lot numbers of the development,

2.9.4.6 subject to NSW LRS approval an updated plan may be submitted for a PPN,

2.9.4.7 where only one Folio of the Register, Old System deed or Crown Title is shown and the request is to alter it to another reference, or

2.9.4.8 to alter the plan type in circumstances where a contract for sale of land has issued.

2.10 Assignment of PPN

2.10.1 An Approved Person may request in writing that their PPN be assigned to another Approved Person. The Approved Person acknowledges and agrees that NSW LRS reserves absolutely the right to refuse to allow an assignment of a PPN.

2.10.2 A request for an assignment in accordance with this clause 2.10, must:

2.10.2.1 be in an email to NSW LRS,

2.10.2.2 set out the assignees contact details, and

2.10.2.3 attach the assignee's consent to the assignment and acceptance of these Terms.

2.11 Removal of PPN by NSW LRS

2.11.1 When another person lodges a Plan which has an existing PPN noted on the Cadastral Record Enquiry (**CRE**) and /or Folio of the Register, and the ePlan Administrator is made aware that this PPN is affecting registration of a plan, the ePlan Administrator may contact the Approved Person of the PPN and request they withdraw PPN with 24 hours or NSW LRS will withdraw the PPN to enable registration of the plan.

2.11.2 However, NSW LRS reserves the right to make whatever inquiries it deems necessary to remove the PPN, including serving a notice on the registered proprietor or the approved person who applied for the PPN.

2.12 Access to PPN Information

2.12.1 NSW LRS requires an Approved Person to provide their contact details.

2.12.2 The Approved Person acknowledges and agrees that their contact details will be used by NSW LRS and may be provided to another Approved Person for the purposes of providing information concerning the PPN.

2.12.3 NSW LRS reserves the right to refuse to provide the contact details of any Approved Person in relation to a PPN.

2.13 Submission of a Plan

2.13.1 Where an Approved Person is applying for a PPN over Crown Title or Old System Lands or in respect of Survey Information Only plans, they must submit a Plan representing the proposed development of the land.

2.13.2 The Plan is to be submitted in a form that NSW LRS considers acceptable, and must refer to the PPN.

2.13.3 The Plan may be:

2.13.3.1 a sketch plan, or

2.13.3.2 a compiled plan,

2.13.3.3 an engineering plan,

2.13.3.4 a plan of survey,

2.13.3.5 any other plan that NSW LRS considers acceptable (e.g. a screen print of the CRE highlighting subject land).

- 2.13.4 A Plan submitted with an application for a PPN does not form part of the Torrens Register and is not a prescribed document for the purposes of section 52A of the *Conveyancing Act 1919*. It is a Plan for internal use only.
- 2.13.5 Where an Approved Person is applying for a PPN over Torrens Title land, NSW LRS will allow an Approved Person the option to submit a Plan representing the proposed development of land subject of a PPN.
- 2.14 Plans which have been issued a PPN will be subject to existing NSW LRS Plan registration processes. Under no circumstance will the granting of a PPN give rise to an obligation that a proposed development has an automatic or early right to registration.

3. Property Information Counter Services

- 3.1 NSW LRS provides in person access to Property Information through its Property Information Counter Services.
- 3.2 Unless otherwise agreed in writing by NSW LRS, in person attendees supplied with Property Information are prohibited from:
 - 3.2.1 using the Property Information other than for their own business purpose; or
 - 3.2.2 on-selling and/or sub-licensing Property Information in any form to any other person or entity; or
 - 3.2.3 making copies of the Property Information other than as are reasonably required for backup purposes; or
 - 3.2.4 publishing, blending or dealing with the Property Information
- 3.3 Where NSW LRS becomes aware of a breach of clause 3.2, NSW LRS may immediately deny a person further access to the Property Information.

4. NSW LRS Online including the HLRV Application

- 4.1 The NSW LRS Online is provided and administered by NSW LRS and enables online searching of, and access to, Property Information and services.
- 4.2 **Registered NSW LRS Online user**
 - 4.2.1 Depending on how a person uses the NSW LRS Online, NSW LRS may require that person to become a registered user of NSW LRS Online.
http://www.nswlrs.com.au/_data/assets/pdf_file/0015/110661/myAccount_form.pdf
 - 4.2.2 As a registered user of NSW LRS Online:
 - 4.2.2.1 agrees to keep the username and password provided to them by NSW LRS secure and confidential to prevent unauthorised access to NSW LRS Online,
 - 4.2.2.2 must not share their username and password,
 - 4.2.2.3 acknowledges where NSW LRS becomes aware of a breach of these Terms and Conditions, NSW LRS may deny the registered user from accessing NSW LRS Online or revoke their username and password and/or require the registered

user to take steps to remedy the breach within a reasonable period in consultation with NSW LRS, and

4.2.2.4 when a registered user becomes aware of a breach of these terms and conditions, the registered user must immediately notify NSW LRS via GeneralEnquiry@nswlrs.com.au and take any steps directed by NSW LRS to remedy the breach within a reasonable period in consultation with NSW LRS.

4.2.2.5 at any time, NSW LRS may amend the way in which a registered user accesses NSW LRS Online.

4.3 Use of NSW LRS Online by a person or registered user

4.3.1 A person or registered user will use and access NSW LRS Online using appropriate conduct. A person or registered user is responsible for their conduct and for any consequences.

4.3.2 A person or registered user is permitted to use NSW LRS Online as a searching aid, provided it is for legal, proper and for personal or internal business use only. A person or registered user must not use NSW LRS Online for commercial or financial benefit.

4.3.3 A person or registered user is not permitted to access or use NSW LRS Online through any technology other than the manner provided by NSW LRS. A person or registered user must not use NSW LRS Online in a manner that will give them or any other person access to mass downloads or bulk feeds of any Property Information.

4.4 A person or registered user agrees that when using NSW LRS Online, they will not:

4.4.1 make available disruptive commercial messages or advertisements or communications which are prohibited by law,

4.4.2 use any device, software or routine to abuse the service of NSW LRS Online,

4.4.3 impersonate another person or entity,

4.4.4 restrict any other user from using NSW LRS Online,

4.4.5 interfere with NSW LRS Online or servers or networks connected to NSW LRS Online,

4.4.6 use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of NSW LRS Online,

4.4.7 collect information about other users,

4.4.8 transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature, or

4.4.9 reverse engineer or otherwise attempt to extract any of the source code.

4.5 Property Information available in NSW LRS Online

4.5.1 The Office of the Registrar - General on behalf of the State of New South Wales is the custodian of the Property Information, and NSW LRS provides access to the Property Information on behalf of the State of New South Wales. By accessing the Property Information Registered Users acknowledge that:

- 4.5.1.1 some of the Property Information may be sourced, provided and/or updated by a third party,
 - 4.5.1.2 some of the Property Information is only hosted by NSW LRS, and
 - 4.5.1.3 some Property Information is available as searching aids only.
- 4.5.2 All Property Information (except historical data) accessed from NSW LRS Online are only current at the time and date of transmission.
- 4.5.3 Some Property Information is free, and some are made available for a fee. These fees may be varied from time to time.
- 4.5.4 Some Property Information that is available in NSW LRS Online may not be accessible to all users. This will depend on access permissions and will be determined by NSW LRS during the registration process.
- 4.5.5 When accessing the Property Information available in NSW LRS Online, a person or registered user may be required to enter into further terms and conditions specifically relating to Property Information. To the extent that there is any inconsistency between these terms and conditions and the specific terms and conditions relating to the Property Information, the specific terms and conditions relating to the Property Information will prevail.

4.6 Use of NSW LRS Online excluding the HLRV Application

- 4.6.1 A person or registered user is permitted to do the following for NSW LRS Online only:
 - 4.6.1.1 display and/or print the product and/or service which appears as a result of an electronic search on a display device under their exclusive control, provided any printing is on blank paper (and not pre-printed), and
 - 4.6.1.2 copy the products and/or services to a storage device under their exclusive control, and for backup purposes only.
- 4.6.2 A person or registered user are not permitted to do any of the following with the Property Information, or any part of them:
 - 4.6.2.1 assign any rights or permissions in these terms and conditions to any other person,
 - 4.6.2.2 make a derivative work,
 - 4.6.2.3 manipulate, alter, transform, adapt, modify, blend or combine,
 - 4.6.2.4 rebroadcast, reformat, make available online or reconstruct,
 - 4.6.2.5 aggregate data, match data, compile mailing lists, marketing or any related process,
 - 4.6.2.6 reproduce, copy, publish, distribute, disseminate, sell or otherwise use any of the products and/or services in any manner not expressly authorised by these terms and conditions, or
 - 4.6.2.7 use the products and/or services in any manner that would violate any law or violate or infringe upon any intellectual property rights.

4.7 Use of the HLRV Application

- 4.7.1 A person or registered user is permitted to only display the product and/or service which appear as a result of an electronic search on a display device under their exclusive control.

- 4.7.2 A person or registered user is not permitted to do any of the following with the Property Information, or any part of it:
- 4.7.2.1 assign any rights or permissions in these terms and conditions to any other person,
 - 4.7.2.2 make a derivative work,
 - 4.7.2.3 manipulate, alter, transform, adapt, modify, blend or combine,
 - 4.7.2.4 rebroadcast, reformat, make available online or reconstruct,
 - 4.7.2.5 aggregate data, match data, compile mailing lists, marketing or any related process,
 - 4.7.2.6 reproduce, copy, publish, distribute, disseminate, sell or otherwise use any of the products and/or services in any manner not expressly authorised by these terms and conditions, or
 - 4.7.2.7 use the Property Information in any manner that would violate any law or violate or infringe upon any intellectual property rights.

4.8 Service Levels and Availability of NSW LRS Online

- 4.8.1 NSW LRS provides NSW LRS Online using a commercial level of skill and care, but does not warrant that the use of NSW LRS Online will be uninterrupted, continuous or free from any software virus or other harmful component. A person or a registered user agrees to use and rely on NSW LRS Online at their own risk. NSW LRS provides NSW LRS Online “as is”.
- 4.8.2 A person or registered user acknowledges that access to NSW LRS Online may be interfered with by factors or circumstances outside NSW LRS's control. NSW LRS will not be responsible for any corruption of any computer or failed transmission of any product or service after use of NSW LRS Online.
- 4.8.3 A person or registered user agrees that any software that is made available to download from NSW LRS Online may require them to enter into an end user licence agreement with that software supplier.
- 4.8.4 A person or registered user agrees that NSW LRS is permitted to, and may, collect and store Internet Protocol (“IP”) addresses, ISPs and other identifying information provided in accessing NSW LRS Online. This information will be stored securely by NSW LRS for a period of not less than seven years.
- 4.8.5 A person or registered users acknowledges that NSW LRS Online uses cookies to collect information.
- 4.8.6 A person or registered user agrees that NSW LRS may monitor usage of NSW LRS Online and may set an upper limit of use. If NSW LRS thinks there is an excessive usage or unreasonable use of NSW LRS Online, NSW LRS may deny further access to NSW LRS Online. For the purposes of these Terms and Conditions, “**Excessive use**” is a continuing or unreasonable use of NSW LRS Online. “**Unreasonable use**” is when NSW LRS Online is used other than for legal, proper or personal use.
- 4.8.7 NSW LRS will use its reasonable endeavours to ensure that NSW LRS Online is available during electronic business hours (midnight until 23.45 AEST) daily; however, NSW LRS may at its sole discretion, and at any time, suspend or stop NSW LRS Online, temporarily or permanently.

- 4.8.8 A person or registered user acknowledges that NSW LRS has no control over the speed of transmission of NSW LRS Online as the speed of transmission will be determined by the speed of the internet which is used to access NSW LRS Online.
- 4.8.9 The availability of NSW LRS Online may be dependent upon a person or registered user software equipment and functionality, location and site conditions. NSW LRS does not guarantee the compatibility or reliability of such variables.

5. Invoice and Payment Options

- 5.1 The Lodgment of a Document or a Plan at NSW LRS will incur a Lodgment Fee. Please refer to the NSW LRS website for the current schedule of fees (http://www.nswlrs.com.au/land_titles/current_nsw_land_registry_fees).
- 5.2 Registration of a Document or a Plan will only occur after all fees (including the Lodgment Fee and any Requisition Fee or Additional Fee) have been paid in full by the Lodging Party.
- 5.3 If a Document or Plan is presented for Lodgment using the NSW LRS Personal Lodgment Counter, the Lodgment Fee must be paid at Lodgment.
- 5.4 If Documents or Plans are lodged via the Bulk Lodgment Service or the Plan Bulk Lodgment Service, then NSW LRS will automatically charge the Lodgment Fee to the Regular Customer's Customer Account at the time that the Document or the Plan is accepted for Lodgment.
- 5.5 A Tax Invoice will be issued for all fees charged in accordance GST law.
- 5.6 In addition to the Lodgment Fee, NSW LRS may also charge a Requisition Fee and /or an Additional Fee as it relates to that Document or a Plan.
- 5.7 When Requisition Fees or Additional Fees are charged by NSW LRS, NSW LRS will issue to the Lodging Party a Tax Invoice for the Requisition Fees and /or any Additional Fee and will require the Requisition Fee and/or the Additional Fee to be paid by the Lodging Party before NSW LRS will deal any further with the Document or the Plan.
- 5.8 The Customer identified as the Lodging Party in the Document or Plan is responsible for the payment of any and all fees charged in relation to that Document or Plan.
- 5.9 NSW LRS at its discretion may agree to novate the payment obligation to a third party where that party has accepted the obligation and provided a valid direct debit instruction to NSW LRS.
- 5.10 Payment options vary for Regular Customers and Non-Regular Customers (for the purposes of this paragraph only, a Regular Customer includes an Approved Person):
- 5.10.1 For a Regular Customer, NSW LRS will only accept payment by means of a direct debit payment from a nominated account except in the case of an Approved Person using the ePlan Lodgment Channel who may also pay by direct debit or credit card via the ePlan Lodgment Channel
- 5.10.2 For a Non-Regular Customer, NSW LRS will accept payment by EFTPOS, Visa or MasterCard debit or credit card, bank cheque or a Money Order
- 5.11 A Non-Regular Customer must, when presenting a Document for Lodgment by post, include a bank cheque or Money Order for the payment of the Lodgment Fee. Payment by credit card is not acceptable for any Document which is presented for Lodgment by post.

- 5.12 If a payment method is declined, NSW LRS reserves the right to recover from the Lodging Party any bank costs that it incurs in processing the declined payment.
- 5.13 NSW LRS charges a card payment surcharge for any payments made using a credit card. The surcharge amount is in line with the Reserve Bank of Australia standard. NSW LRS will only recoup the merchant service fee that it is charged via the credit card payment surcharge.
- 5.14 If a Document or a Plan is rejected or withdrawn (post lodgment), the full amount of the Lodgment Fee and any Requisition Fee or Additional Fee paid by the Customer will be forfeited in full, notwithstanding the status of the Document or the Plan.
- 5.15 A Customer may dispute a Tax Invoice raised by NSW LRS using an Invoice Dispute Form (http://www.nswlrs.com.au/_data/assets/pdf_file/0004/109723/NSWLRS_Invoice_dispute_form.pdf). This form can be found under General forms on the NSW LRS website. If a Customer disputes an amount in a Tax Invoice issued by NSW LRS, the Customer should contact NSW LRS Customer Service. NSW LRS will not direct debit a fee in a Tax Invoice which is in dispute; however, NSW LRS reserves the right to refuse to register the Document or the Plan until the amount in the Tax Invoice is paid in full.
- 5.16 NSW LRS will confirm or adjust the disputed Tax Invoice within 14 days of receipt of the Invoice Dispute form and advise the Customer of its decision.
- 5.17 A Requisition Fee will only be waived if the Customer submits a formal request for a review of the relevant Requisition and NSW LRS agrees to waive the Requisition.

6. Consequences of Non-Payment

- 6.1 If a Customer does not pay the Lodgment Fee and any Requisition Fee or Additional fee charged by NSW LRS. NSW LRS reserves the right to apply specific financial and other conditions at its discretion including:
 - 6.1.1 insisting all further business be conducted on a, pre-payment of lodgments, provision of bank guarantees and /or specific repayment contractual obligations;
 - 6.1.2 refusing to register the Document or the Plan until all of the outstanding fees have been paid;
 - 6.1.3 rejecting the Document or the Plan;
 - 6.1.4 suspending or terminating the account of a Regular Customer;
 - 6.1.5 suspending access to the ePlan Lodgment Channel of an Approved Person; or
 - 6.1.6 pursuing the unpaid fees (including but not limited to engaging in court proceedings or engaging a debt collection service).
- 6.2 In the event that a Customer does not pay the Lodgment Fee, the Requisition Fee and any Additional Fee charged by NSW LRS and NSW LRS pursues that debt or engages someone to pursue it on its behalf, the Customer is liable to pay any expense incurred by NSW LRS in recovering that debt.
- 6.3 If a Customer wishes to request a payment plan, the Customer should contact NSW LRS before the due date for payment on the Tax Invoice (account.inquiry@nswlrs.com.au). NSW LRS will endeavour to negotiate a payment plan with the Customer; however, nothing in this paragraph

requires NSW LRS to accept any proposed payment plan or affects the rights of NSW LRS to seek payment of the debt owing.

7. Privacy

7.1 NSW LRS is subject to the provisions of the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Privacy and Personal Information Protection Regulation 2014* (NSW) ("Privacy Legislation") in respect of personal information. A person must:

7.1.1 not use NSW LRS Online, nor use any of the Property Information available in NSW LRS Online or available through the Property Information Counter, that would cause a breach of the Privacy Legislation.

7.1.2 not do anything, which, if done by NSW LRS, would be a breach of the Privacy Legislation.

7.1.3 comply at all times with the requirements of the *Privacy Act 1988* (Cth) ("Privacy Act") in relation to their handling of personal information including the collection, use, disclosure, and security of such information, whether or not a person is required by law to comply with the provisions of the *Privacy Act*;

7.1.4 comply with any and all directions given by NSW LRS in order for NSW LRS to comply with its obligations under the Privacy Legislation.

7.2 Any personal information provided to NSW LRS will be handled in accordance with NSW LRS's privacy statement, which can be accessed at

http://www.nswlrs.com.au/_data/assets/pdf_file/0015/217005/NSW_LRS_Privacy_Statement_February_2018.pdf

8. Intellectual Property Rights

8.1 Subject to clause 8.2, these NSW LRS Terms and Conditions do not affect any pre-existing intellectual property rights in any Document, Plan or related instrument presented for lodgment with NSW LRS.

8.2 To the extent that any Document, Plan or related instrument presented for Lodgment at NSW LRS by a Customer contains any intellectual property rights belonging to the Customer or a third party, the Customer hereby grants to NSW LRS and the State of New South Wales a non-exclusive, irrevocable, perpetual, transferable, sub-licensable, fully paid up, world-wide licence to use, copy and modify any such intellectual property rights for any purposes connected with the business or operations of NSW LRS or the State of New South Wales, including those relating to the operation of the land titling system. Such licence is granted on a royalty free basis, except in relation to the exercise by NSW LRS or the State of New South Wales of copyright owned by surveyors or surveying firms in a Plan, in which case such licence is granted subject to the payment of any royalties due under Division 2 of Part VII of the *Copyright Act 1968* (Cth) in the absence of such licence.

8.3 Where the licence granted in clause 8.2 is granted in relation to intellectual property rights belonging to a third party, the Customer warrants to NSW LRS and the State of New South Wales that the Customer has all necessary rights to grant such licence (and NSW LRS enters into

these Terms and Conditions as agent for the State of New South Wales for the purpose of receiving the benefit of this licence and warranty).

- 8.4 Customers and other persons subject to these Terms and Conditions acknowledge and agree that all copyright, trademark and other intellectual property rights in the Property Information and any other products and services available through NSW LRS Online, the HLRV or through the Property Information Counter Services are the property of the State of New South Wales or other third parties.
- 8.5 Customers and other persons subject to these Terms and Conditions acknowledge and agree that all copyright, trademark and other intellectual property rights in NSW LRS Online system, the HLRV and the ePlan Lodgment Channel are the property of the State of New South Wales.
- 8.6 The copyright in the materials appearing in internet sites to which NSW LRS Online has provided links vests in the author of those materials, or the author's licensee (subject to the operation of the *Copyright Act 1968*). NSW LRS cannot and does not grant any permission or authority in respect of the copyright in the materials appearing in third party Internet sites, and strongly recommends that reference is made to the copyright statements on those sites before any use of the materials is made.
- 8.7 Customers and other persons subject to these Terms and Conditions must promptly report to NSW LRS any infringement or suspected infringement of any intellectual property rights referred to in this clause 8.
- 8.8 Customers and other persons subject to these Terms and Conditions will not remove, obscure or alter any copyright or proprietary rights notices which may be affixed or contained within NSW LRS Online or on any Property Information, products or services available through NSW LRS Online or through the Property Information Counter Services.

9. Inconsistency

- 9.1 These Terms and Conditions are to be read and construed according to the laws of the State of New South Wales, and a Customer and other any other person subject to these Terms and Conditions agree to submit to the jurisdiction of that State.
- 9.2 These Terms and Conditions record the entire agreement. If any provision of these Terms and Conditions are held by a court to be unlawful, invalid, and unenforceable or in conflict with any rule of law, statute or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.
- 9.3 Where a person has entered into any other agreement with NSW LRS in respect of the Property Information or any products and services, in the event of any inconsistency between these terms and conditions and the other agreement, the other agreement prevails. A person must be aware of their underlying legal obligations.
- 9.4 If there is any inconsistency between these Terms and Conditions and the Rules, the *Conveyancing Act 1919*, the *Real Property Act 1900* and any associated Acts or Regulations, then the latter will prevail to the extent of any such inconsistency.

10. Complaint

- 10.1 If a Customer or any other person subject to these Terms and Conditions has a complaint about NSW LRS or about these Terms and Conditions, the communication must be in writing and directed to: GeneralEnquiry@nswlrs.com.au
- 10.2 If a Customer or any other person subject to these Terms and Conditions has a dispute about these Terms and Conditions, the communication in writing should be directed to GeneralEnquiry@nswlrs.com.au. A Customer or any other person subject to these Terms and Conditions must attempt to resolve the dispute before taking any further action.

11. Warranty

- 11.1 NSW LRS Online and the HLRV Application are provided without any warranty, representation or condition of any kind, express or implied, including, but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, completeness or currency.

12. Liability

- 12.1 Neither NSW LRS or the State of New South Wales makes any warranty as to the accuracy of the Property Information, products or services available from NSW LRS Online, HLRV Application or obtained from NSW LRS Property Information Counter Services (other than information that is guaranteed by the State under the *Real Property Act 1900* or any other Act).
- 12.2 To the extent permitted by law, NSW LRS or the State of NSW will be in no way liable for any loss, damage or injury (whether in contract, tort or otherwise) arising as a result of the Customer's use of all or some of the Property Information, or any of the products or services made available by NSW LRS.
- 12.3 Where legislation implies that any term (including a condition or warranty) which cannot by law be excluded, NSW LRS is liable for breach of a non-excludable term. The liability of NSW LRS for such breach will be limited to the extent permitted by law and, at the option of NSW LRS, to one or more of the following:
 - 12.3.1 the resupply of the product or service; or
 - 12.3.2 the cost of such resupply.

13. Variation

- 13.1 NSW LRS may subject to the approval of the Office of the Registrar General add to, vary, or otherwise amend these Terms and Conditions.
- 13.2 NSW LRS will publish on the NSW LRS website with twenty business days' notice, any proposed addition, variation or amendment to these Terms and Conditions.

14. General Terms

- 14.1 The headings in these Terms and Conditions are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these Terms and Conditions.
- 14.2 Nothing contained in these Terms and Conditions shall create a relationship between NSW LRS and any of the parties referred to in these Terms and Conditions.
- 14.3 No waiver by NSW LRS of any breach of any of these Terms and Conditions shall operate as a waiver of another breach of the same or of any other Terms or Conditions.
- 14.4 NSW LRS does not give legal advice or other professional services in relation to the Lodgment of Documents and Plans, NSW LRS Online, the HLRV Application, the Property Information Counter Services and the ePlan Lodgment Channel.

15. Definitions

Where a word is not defined below, it must be read in context and as having its ordinary meaning.

Additional Fee – means an additional fee assessed after examination of a Document or Plan that is payable under the Pricing Regulations but which was not collected on Lodgment.

Approved Person – means a person who has been approved by NSW LRS to lodge Plans or receive a PPN via the ePlan Lodgment Channel. For information regarding how to become an Approved Person please consult the NSW LRS website.

Bulk Lodgment Service – means the facility allowing for the Lodgment by a Regular Customer of one or more Documents at NSW LRS at the same time one

Case means the Documents presented together for Lodgment by a Non-Regular Customer at NSW LRS where the Documents relate to the same folio of the Register and form part of the same conveyancing transaction.

Customer – means a Regular Customer, a Non-Regular Customer or an Approved Person.

Customer Account – means an account which a Regular Customer is required to set up with NSW LRS.

Customer Number – means the number which is assigned to a Regular Customer on the setting up of a Customer Account.

Document – means a dealing, memorandum, caveat, writ, priority notice or Deed.

ePlan Administrator - means the person(s) who approves system access for registered surveyors and specialist technical advice on Plan Lodgment including the administration of PPN's in the ePlan Lodgment Channel.

ePlan Lodgment Channel – means the platform which facilitates the electronic Lodgment of Plans at NSW LRS.

HLRV Application - means the HLRV Application is NSW LRS's online image searching and viewing application for its digitised historical land record sets and indexes.

Lodging Party – means the Customer who presents the Document or Plan for Lodgment at NSW LRS.

Lodgment – means when a Document or a Plan is presented for Lodgment at NSW LRS and is allocated a distinctive reference number by NSW LRS on behalf of the Registrar- General.

Lodgment Fee – means the fee prescribed in the *Real Property Regulation 2014*, the *Conveyancing (General) Regulation 2018*, and the *Strata Schemes Development Regulation 2016* to be paid by a Customer on the Lodgment of a Document or a Plan.

Non-Regular Customer – means a person who presents less than 5 Documents for Lodgment at NSW LRS within a 1 month period and who does not have a Customer Account.

NSW LRS Personal Lodgment Counter – means the face to face service provided by NSW LRS for Customers to present a Plan, Document or one Case for Lodgment.

NSW LRS – means New South Wales Land Registry Services, its employees and agents.

PPN (Pre-allocated Plan Number) – is a unique number that will persist with the development proposal throughout the plan lodgment, registration, and title creation process.

PPN System – means the service which enables an Approved Person with access to the ePlan Lodgment Channel to request the allocation of a PPN.

Plan – includes a deposited plan, a strata plan, a plan presented for pre-examination and any plan lodged in an XML format (including any instrument lodged with such a plan, e.g. an s88B instrument).

Plan Bulk Lodgment Service – means the facility allowing for the Lodgment by a Regular Customer of one or more Plans at NSW LRS at the same time.

Pricing Regulations – means the *Real Property Regulation 2014*, *Conveyancing Regulation 2018* and *Strata Schemes Development Regulation 2016* as re-made or amended from time to time.

Property Information– means the property information, services and applications made available in NSW LRS Online or from the Property Information Counter Services.

Regular Customer – means any person or organisation who presents 5 or more Documents for Lodgment at NSW LRS within a 1 month period. For information regarding setting up of a Customer Account please consult the NSW LRS website.

Requisition – means a written notice from NSW LRS to the Lodging Party after Lodgment requiring a Document or Plan to be completed or corrected.

Requisition Fee – means the fee referred to in the Requisition from NSW LRS to the Lodging Party.

Rules – means the NSW LRS Lodgment Rules and the Conveyancing Rules (including any amendments or updated versions of those rules).

Tax Invoice – means the invoice issued by NSW LRS for the payment of any fees and which includes for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* any applicable GST.

Urgent Document – means a Document which is an Order of Court, a caveat, a writ or any other type of Document in respect of which NSW LRS has granted a request for urgent examination and registration.

Urgent Plan– means a Plan in respect of which NSW LRS has granted a request for urgent examination and registration.